

1 VICKI J. AZNARAN
2 RICHARD N. AZNARAN
3 IN PRO PER
4 5521 Greenville Avenue
5 Dallas, Texas 75206
6 (214) 823-4037

7 By BARRY VAN SICKLE
8 Attorney of Record and *Oct 12 4 30 PM '88*
9 Specially Appearing for the
10 Purpose of Answering Counterclaim
11 1600 Wilshire Boulevard, Suite 300
12 Los Angeles, California 90017
13 (213) 413-3600 *ML*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 VICKI J. AZNARAN and RICHARD N.) Case No. CV-88-1786-JMI(Ex)
17 AZNARAN,)
18 Plaintiffs,) ANSWER TO COUNTERCLAIM
19 vs.) OF RELIGIOUS TECHNOLOGY
20 CHURCH OF SCIENTOLOGY OF) CENTER
21 CALIFORNIA, INC., et. al.,)
22 Defendants.)
23 RELIGIOUS TECHNOLOGY CENTER,)
24 Counterclaimants,)
25 vs.)
26 VICKI J. AZNARAN and)
27 RICHARD N. AZNARAN,)
28 Counterdefendants.)

29 Plaintiffs and Counterdefendants RICHARD N. AZNARAN and
30 VICKI J. AZNARAN (hereinafter "the AZNARANS"), answer Religious
31 Technology Center's Counterclaim in this action as follows:

①

1 1. The AZNARANS are informed and believe and on that
2 basis admit that Counterclaimant Religious Technology Center
3 ("RTC") is a corporation organized under the laws of the State of
4 California with its principal office in the County of Los Angeles.
5 The AZNARANS deny the remainder of the averments in paragraph 1.

6 2. The AZNARANS admit the truth of the averments in
7 paragraph 2.

8 3. The AZNARANS deny that the amount in controversy
9 with respect to the purported counterclaim exceeds \$10,000.00.

10 4. The AZNARANS deny each and every averment of
11 paragraph 4.

12 5. The AZNARANS admit the averments of paragraph 5
13 insofar as Vicki Aznaran served as President of RTC during the
14 period between in or about 1983 until in or about April, 1987.
15 The AZNARANS admit that, as President of RTC, Vicki Aznaran
16 participated in the management of RTC's corporate and legal
17 affairs. The AZNARANS deny the remainder of the averments in
18 paragraph 5.

19 6. The AZNARANS admit that Richard Aznaran was affili-
20 ated with the Scientology organization for approximately 15 years.
21 The AZNARANS admit that, during this time, Richard Aznaran held
22 various staff positions with the Scientology organization. The
23 AZNARANS deny the remainder of the averments in paragraph 6.

24 7. The AZNARANS deny each and every averment of
25 paragraph 7.

26 8. The AZNARANS admit that on or about April 9, 1987,
27 Vicki Aznaran attempted to escape from the physical control of RTC
28 and others. The AZNARANS admit that she escaped from the physical

1 control of the Scientology organization on about April 9, 1987.

2 The AZNARANS deny the remainder of the averments in paragraph 8.

3 9. The AZNARANS admit that on or about April 9, 1987,
4 Vicki Aznaran and Richard Aznaran were restrained in a hotel room
5 by agents for RTC and others, and were not permitted to leave
6 until they had signed numerous purported "sworn statements" for
7 and "agreements" with RTC and others. The AZNARANS admit that
8 they desired to terminate their affiliation with the Scientology
9 organization at this time and that they sought to avoid being
10 declared "fair game" by the Scientology organization. The
11 AZNARANS deny the remainder of the averments in paragraph 9.

12 10. The AZNARANS admit that their horse was purchased
13 from them by defendant Church of Scientology International for
14 approximately \$1,500.00. The AZNARANS deny the remainder of the
15 averments in paragraph 10.

16 11. The AZNARANS admit that at or around April 9, 1987
17 they signed numerous purported "sworn statements" for and "agree-
18 ments" with RTC and others. The AZNARANS lack knowledge or
19 information sufficient to form a belief as to the truth of the
20 remainder of the averments in paragraph 11, and on that ground
21 deny those averments.

22 12. The AZNARANS admit that in or about April 9, 1987,
23 Vicki Aznaran signed numerous purported "sworn statements" for and
24 "agreements" with RTC and others. The AZNARANS admit that they
25 signed these purported "sworn statements" and "agreements" in
26 order to terminate their affiliation with RTC and others without
27 being declared "fair game". The AZNARANS also admit that Vicki
28 Aznaran had been previously advised by Scientology counsel John

1 Peterson that documents identical or similar to these purported
2 "sworn statements" and "agreements" were invalid and unenforce-
3 able. The AZNARANS lack knowledge or information sufficient to
4 form a belief as to the truth of the remainder of the averment
5 and, on that ground, deny those averments.

6 13. The AZNARANS admit that in or about April 9, 1987,
7 Richard Aznaran signed numerous purported "sworn statements" for
8 and "agreements" with RTC and others. The AZNARANS admit that
9 they signed these purported "sworn statements" and "agreements" in
10 order to terminate their affiliation with RTC and others without
11 being declared "fair game". The AZNARANS also admit that Vicki
12 Aznaran had been previously advised by Scientology counsel John
13 Peterson that documents identical to these purported "sworn
14 statements" and "agreements" were invalid and unenforceable. The
15 AZNARANS lack knowledge or information sufficient to form a belief
16 as to the truth of the remainder of the averments and, on that
17 ground, deny those averments.

18 14. The AZNARANS deny each and every averment of
19 paragraph 14.

20 15. The AZNARANS deny each and every averment of
21 paragraph 15.

22 16. The AZNARANS deny each and every averment of
23 paragraph 16.

24 17. The AZNARANS admit that in or about April 1987, the
25 AZNARANS departed California and went to Dallas, Texas. The
26 AZNARANS admit that attorneys retained by RTC and others provided
27 Richard Aznaran with statements concerning investigative work
28 performed by him under the supervision of said attorneys. The

1 AZNARANS admit that said statements were used by Richard Aznaran
2 in his application to the State of Texas for a private investiga-
3 tor license. The AZNARANS deny the remainder of the averments in
4 paragraph 17.

5 18. The AZNARANS, refer to their response to the
6 allegations of paragraph 1 through 17, inclusive, of the counter-
7 claim and incorporate the same herein by said reference as though
8 fully set forth at length.

9 19. The AZNARANS deny each and every averment of
10 paragraph 19.

11 20. The AZNARANS admit that they filed the instant
12 lawsuit against RTC and other defendants. The AZNARANS deny the
13 remainder of the averments in paragraph 20.

14 21. The AZNARANS deny each and every averment of
15 paragraph 21.

16 22. The AZNARANS refer to their responses to the
17 allegations of paragraphs 1 to 17 and 19 to 21, inclusive, and
18 incorporates the same herein by said reference as though fully set
19 forth at length.

20 23. The AZNARANS admit that they have met with certain
21 individuals and discussed their experiences with RTC and other
22 Scientology entities with these individuals. The AZNARANS deny
23 the remainder of the averments in paragraph 23.

24 24. The AZNARANS admit that they have discussed certain
25 of their experiences in the Scientology organization with Joseph
26 A. Yanny, Jerold Fagelbaum, Welkos, Sappell, Bent Corydon, and
27 agents of the Internal Revenue Service. The AZNARANS lack knowl-
28 edge or information sufficient to form a belief as to the truth of

1 the remaining averments contained in paragraph 24 and on that
2 basis deny each of those averments.

3 25. The AZNARANS deny each and every averment of
4 paragraph 25.

5 26. The AZNARANS admit that they were interviewed by
6 Los Angeles Times reporters Welkos and Sappell about their experi-
7 ences with RTC and the Scientology organization. The AZNARANS
8 admit that the session was tape recorded by them and by the
9 reporters. The AZNARANS also admit that the interview lasted over
10 10 hours. The AZNARANS deny the remainder of the averments in
11 paragraph 26.

12 27. The AZNARANS admit that in 1988, the Aznarans met
13 with Corydon and discussed certain of their experiences with RTC
14 and the Scientology organization with him. The AZNARANS lack
15 knowledge or information sufficient to form a belief as to the
16 truth of the remaining averments contained in paragraph 27 and, on
17 that ground, deny each of these averments.

18 28. The AZNARANS admit that they met with attorney
19 Jerold Fagelbaum, and discussed certain of their experiences with
20 RTC and the Scientology organization with him. The AZNARANS lack
21 knowledge or information sufficient as to form a belief as to the
22 truth of the remainder of the averments and, on that ground,
23 denies those averments.

24 29. The AZNARANS admit that they were subpoenaed by
25 agents of the IRS, and were interviewed concerning certain of
26 their experiences with RTC and the Scientology organization. The
27 AZNARANS deny the remainder of the averments in paragraph 29.

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1 30. The AZNARANS deny each and every averment of
2 paragraph 30.

3 31. The AZNARANS deny each and every averment of
4 paragraph 31.

5 32. The AZNARANS refer to their responses to the
6 allegations of paragraph 1 to 17, 19 to 21 and 23 to 31, inclu-
7 sive, and incorporate the same herein by said reference as though
8 fully set forth.

9 33. The AZNARANS deny each and every averment of
10 paragraph 33.

11 34. The AZNARANS are informed and believe and on that
12 basis admit that during Vicki Aznaran's tenure as President of
13 RTC, RTC hired Joseph A. Yanny and the law firm of Herzig & Yanny
14 to represent its legal interests. The AZNARANS deny the remainder
15 of the averments of paragraph 34.

16 35. The AZNARANS deny each and every averment of
17 paragraph 35.

18 36. The AZNARANS deny each and every averment of
19 paragraph 36.

20 37. The AZNARANS deny each and every averment of
21 paragraph 37.

22 38. The AZNARANS, refer to their response to the
23 allegation of paragraphs 1 to 17, 19 to 21, 23 to 31, 33 to 37,
24 inclusive, and incorporate the same herein by said reference as
25 though fully set forth at length.

26 39. The AZNARANS deny each and every averment of
27 paragraph 39.

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1 40. The AZNARANS deny each and every avermnt of
2 paragraph 40.

3 41. The AZNARANS deny each and every avermnt of
4 paragraph 41.

5 42. The AZNARANS deny each and every avermnt of
6 paragraph 42.

7 43. The AZNARANS deny each and every avermnt of
8 paragraph 43.

9 44. The AZNARANS deny each and every avermnt of
10 paragraph 44.

11 45. The AZNARANS deny each and every avermnt of
12 paragraph 45.

13 46. The AZNARANS, refer to their response to the
14 allegations of paragraph 1 to 17, 19 to 21, 23 to 31, 33 to 37 and
15 39 to 45, inclusive, and incorporate the same herein by said
16 reference as though fully set forth at length.

17 47. The AZNARANS admit that Vicki Aznaran, in her
18 capacity as President of RTC, was provided with certain informa-
19 tion concerning RTC's corporate affairs. The AZNARANS deny the
20 remainder of the averments in paragraph 47.

21 48. The AZNARANS deny each and every avermnt of
22 paragraph 48.

23 49. The AZNARANS deny each and every avermnt of
24 paragraph 49.

25 50. The AZNARANS deny each and every avermnt of
26 paragraph 50.

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1 FIFTH AFFIRMATIVE DEFENSE

2 56. The various purported "agreements" and "sworn
3 statements" signed on or about April 9, 1987 by the AZNARANS on or
4 were executed in order to escape from the control of the Sciento-
5 logy organization. Said documents were also executed in order to
6 avoid physical, emotional and economic injury under the Sciento-
7 logy organizations' "fair game" doctrine. This policy directs
8 that any individual or employee who expresses a lack of loyalty to
9 the Scientology organization is open to any form of harassment,
10 economic ruin, or subject to any covert plan designed to cause
11 emotional or physical harm, and/or financial ruin.

12 57. As a consequence thereof, the various documents
13 signed by the AZNARANS on or about April 9, 1987 are invalid and
14 unenforceable under the doctrines of fraud, duress or mistake.
15 All claims founded in purported reliance on these documents are
16 void or voidable.

17 SIXTH AFFIRMATIVE DEFENSE

18 58. RTC has waived all right, if any it ever had, to
19 any and all recovery sought by the Counterclaim.

20 SEVENTH AFFIRMATIVE DEFENSE

21 59. RTC, after discovery of all the facts which alleg-
22 edly constituted the AZNARANS wrongful activity, made ratification
23 thereof by its conduct.

24 EIGHTH AFFIRMATIVE DEFENSE

25 60. Any injuries allegedly suffered by RTC herein were
26 proximately caused, or contributed to, by the negligence, other
27 wrongful conduct, or omission of RTC and other persons or enti-
28 ties, whether or not currently named as parties in the within.

1 action and that said actionable conduct of mission reduces RTC's
2 right of recovery against the AZNARANS under the doctrine of
3 comparative negligence.

4 NINTH AFFIRMATIVE DEFENSE

5 61. The AZNARANS replead the allegations contained in
6 paragraphs 1 to 85 of their Complaint.

7 62. The AZNARANS are informed and believe and thereon
8 allege that any duties owed to RTC were subservient to the duties
9 the AZNARANS owed to themselves, third parties and society.

10 TENTH AFFIRMATIVE DEFENSE

11 63. The various purported "agreements" and "sworn
12 statements" signed on or about April 9, 1987 by the AZNARANS were
13 executed with the knowledge that John Peterson, former counsel to
14 the Scientology organization, had previously advised Vicki Aznaran
15 that similar or identical agreements were void or otherwise
16 unenforceable.

17 64. As a consequence, thereof, RTC is estopped from
18 asserting all claims founded on these purported documents.
19 Further, any such releases are unenforceable on grounds of fraud,
20 duress or mistake.

21 WHEREFORE, the AZNARANS and each of them, pray as
22 follows:

- 23 1. That RTC take nothing by its Counterclaim;
24 2. For the AZNARANS costs of suit incurred herein; and

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3. For such other and further relief as may be just and proper under the circumstances.

DATED: October 12, 1988.

Respectfully Submitted,
VICKI J. AZNARAN
RICHARD N. AZNARAN
IN PRO PER

CUMMINS & WHITE
BARRY VAN SICKLE

By: *Barry Van Sickle*
BARRY VAN SICKLE,
Attorneys of Record and
Specially Appearing for the
Purpose of Answering the
Counterclaim

PROOF OF SERVICE BY MAIL

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I, Catalina Jauregui, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1600 Wilshire Boulevard, Suite 300, Los Angeles, California 90017-1695.

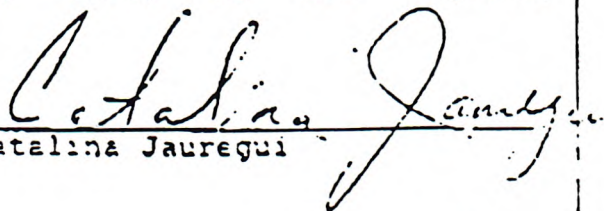
On October 12, 1988, I deposited a document entitled ANSWER TO COUNTERCLAIM OF RELIGIOUS TECHNOLOGY CENTER in a United States Mail bag. I am familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service, and the correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business. The document was addressed to concerned parties in this action and a true copy thereof was enclosed in a sealed envelope with postage thereon fully prepaid, addressed as follows:

See attached service list.

The envelope was sealed and placed for collection and mailing on the date set forth above following ordinary business practices.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 12, 1988, at Los Angeles, California.


Catalina Jauregui

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AZNARAN v. SCIENTOLO

Service List

Howard L. Weitzman, P.C.
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Wyman, Bautzer, Kuchel & Silbert
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2049 Century Park East
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Krinsky & Lieberman, P.C.
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